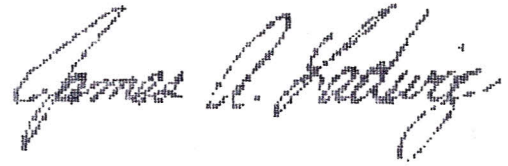


Document Number

**SECOND RESTATED DEED
RESTRICTIONS**
Title of Document

DOC # 2195404
Recorded
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JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$53.00



Recording Area

Name and Return Address
Jonathan B. Levine, Esq.
Law Firm of Jonathan B. Levine
3989 N. Port Washington Road, Suite 211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

This instrument was drafted by:
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, Suite 211
Milwaukee, Wisconsin

SECOND RESTATED DEED RESTRICTIONS

The owners of at least sixty percent (60%) of the lots in GOLDEN BAY (the "Owner"), does hereby restate certain Deed Restrictions recorded in the Racine County Register of Deeds Office on January 23, 1992, in Volume 2118 of Records, on Pages 454-464, as Document No. 1362180; and amended by Amendment to Deed Restrictions recorded in the Racine County Register of Deeds Office on April 12, 1993, in Volume 2240 of Records, on Pages 126 – 127, as Document No. 1413060; and restated by the Restated Deed Restrictions recorded in the Racine County Register of Deeds Office on February 16, 1995, in Volume 2429 of Records, on pages 359-370, as Document No. 1492752; and amended by Amendment to Restated Deed Restrictions recorded in the Racine County Register of Deeds Office on April 15, 2001, in Volume 3156 of Records, on pages 229-236, as Document No. 1766635; and amended by Amendment to Deed Restrictions recorded in the Racine County Register of Deeds Office on June 14, 2001, in Volume 3198 of Records, on pages 269-276, as Document No. 1776919.

All that part of the NW ¼ of Section 12 and that part of Government Lot 1 in Section 12, T4N, R19E, in the Town of Waterford, Racine County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said NW ¼ Section; thence N88° 48' 41" E along the North line of said NW ¼ Section 208.71 feet to the place of beginning of the lands to be described; thence continuing N88° 48' 41" E along said north line 1124.17 feet to the Northeast corner of the NW ¼ of said NW ¼ Section; thence S 0° 45' 07" E along said 1/8 line 1041.00 feet; thence S 89° 14' 53" W, 40.00 feet; thence S 0° 45' 07" E, 340.00 feet to a point on the meander line of Tichigan Lake, said point being N 0° 45' 07" W, 146.70 feet from the water's edge; thence N 78° 08' 31" W along said meander line 144.81 feet; thence N 3° 09' 37" E along said meander line, 326.50 feet; thence N 57° 41' 19" W along said meander line, 357.33 feet; thence S66° 10' 45" W along said meander line, 205.51 feet; thence N 52° 12' 22" W along said meander line, 124.02 feet; thence S 32° 40' 50" W along said meander line, 188.90 feet; thence S 5° 19' 22" E along said meander line, 161.70 feet; thence S 58° 38' 12" W along said meander line, 122.97 feet; thence S 33° 06' 41" E along said meander line, 54.92 feet; thence N 54° 01' 59" E along said meander line, 279.23 feet; thence S 82° 34' 07" E along said meander line, 92.78 feet; thence S 28° 57' 36" E along said meander line, 235.44 feet; thence S 26° 14' 31" W along said meander line, 258.40 feet to a point which lies N 68° 07' 07" W, 95.00 feet from the water's edge; thence N 68° 07' 07" W, 120.00 feet; thence S 21° 52' 53" W, 224.53 feet; thence S 88° 39' 13" W, 536.64 feet to a point in the West line of said NW ¼ Section; thence N 0° 46' 47" W along said West line 1497.46 feet; thence N 88° 48' 41" E, 208.71 feet; thence N 0° 46' 47" W, 208.71 feet to the place of beginning. Including herein all lands lying between the above described meander line and the water's edge.

The developer of the subdivision is Kosobucki Brothers Partnership ("developer").

The above legal description is also set forth in the recorded plat of GOLDEN BAY and may be amended to include additional lands.

1. **PURPOSE.** The purpose of these restrictions is to insure the best use and most appropriate development and improvement of each building site therein, to protect condominium unit and single family lot owners against such use of surrounding building sites as will detract from the residential value of their property; to preserve, as far as is practicable, the natural beauty of said property; to guard against the erection therein of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive condominiums and single family homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property; and thereby preserve and enhance the values of investments made by purchasers therein.
2. **SINGLE FAMILY LOT USE.** All of the lots affected by these restrictions except parcels designated as outlots and Lot 65 shall be known and described as single family residential lots and no structure shall be erected on any such lot other than one single-family dwelling with attached two-car garage as approved by the Architectural Control Committee provided for hereinafter..
3. **LOT 65.** The former Weltzien Dairy Barn located on Lot 65 contains five (5) residential condominium units (the "Bay Villas") and one (1) recreational condominium unit (the "Bay Club"). No other structure shall be erected on Lot 65 unless it meets all municipal and governmental requirements and is approved by the Architectural Control Committee provided for hereinafter.
4. **DESIGN.** All structures in GOLDEN BAY shall be designed by a registered architect or a professional engineer or designer experienced in residential construction.
5. **ARCHITECTURAL CONTROL COMMITTEE.** No buildings, out buildings or other structures, all items of a permanent and semi-permanent nature, such as swing sets, trampolines, play houses, gazebos and similar structures and obtrusive items, whether real or personal in nature, shall be erected, placed or altered on any lot (or upon any common or semi-common area) until the construction plans and specifications, building grade elevations, and a plan showing the location of the structure or the other items listed above have been submitted to and approved by the Architectural Control Committee hereinafter known as A.C.C., as to quality of design, workmanship and materials and harmony of external design with existing structures and as to location with respect to proper placement of the same, considering, among other things, topography and finish grade elevation. The said plans, specifications, and survey shall be submitted in duplicate and the A.C.C. approval or disapproval shall be in writing within 15 days thereafter. The A.C.C. shall have the right to waive infractions or deviations which, in the opinion of the A.C.C. may cause undue hardship. Any action by the A.C.C. shall be final and conclusive as to persons then or thereafter owning lots covered by these restrictions. Notwithstanding anything herein to the contrary, no A.C.C. approval is required for the

Weltzien Dairy Barn condominium renovation project undertaken by the Owner on Lot 65.

6. COMPOSITION OF ARCHITECTURAL CONTROL COMMITTEE.

The A.C.C. shall be composed of three members elected by the buyers of lots and Bay Villas condominium units in GOLDEN BAY, each lot or Bay Villas condominium unit representing one vote. Members of the A.C.C. shall be filed in the Office of the Register of Deeds, Racine County.

7. BAY ASSOCIATION. To enforce these Second Restated Deed Restrictions and any amendments thereto and to consider other concerns of homeowners in the subdivision, the Bay Association (hereinafter called the "Association") is established. The Association may be incorporated as a Wisconsin non-stock, non-profit corporation. The owner of each single family lot and each Bay Villas condominium unit in the subdivision whose ownership interest is properly recorded with the Register of Deeds shall be a member of the Association. All single family lot owners and Bay Villas condominium unit owners shall be entitled to one vote for each single family lot or Bay Villas condominium unit owned. When more than one person holds an interest in any single family lot or Bay Villas condominium unit, the vote for such single family lot or Bay Villas condominium unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any single family lot or Bay Villas condominium unit. The owner of GOLDEN BAY shall be entitled to one (1) vote for each single family lot or Bay Villas condominium unit owned; provided, however, that notwithstanding any other provision for voting, the Owner shall have sufficient votes to constitute a majority of votes until all its single family lot and Bay Villas condominium units are sold.

8. SETBACKS, HEIGHT RESTRICTIONS AND BUILDING LOCATION.

Building setbacks for single family lots shall be 30 feet from the front lot line, 25 feet from the rear lot line and 10 feet from any side lot line or as regulated by the zoning ordinances of the Town of Waterford and Racine County, whichever is more restrictive. Notwithstanding this provision, the Architectural Control Committee reserves the right to require a greater front setback for single family lots not to exceed 40 feet, when deemed necessary. Height restrictions and locations of all structures shall be as regulated by the zoning ordinances of the Town of Waterford and Racine County.

9. MINIMUM LIVING AREA. The minimum living area of dwellings constructed on single family lots GOLDEN BAY shall be 1,350 square feet on the first floor. The first floor is the floor located at the grade of the front entrance or within sixteen inches above or below said entry elevation. There shall be no living area for dwellings constructed on single family lots above the first floor. Additional living area for dwellings constructed on single family lots may be provided in the exposed portion of a basement, however, such living area may not be included in computing the required minimum living area of 1350 square feet. The minimum living area of Bay Villas condominium units constructed on Lot 65 shall be 1300 square feet and may include living area on a maximum of three (3) levels. Insofar as minimum living areas are

regulated by the Town of Waterford (condominium units are not currently regulated as to size by the Township), those township minimum living areas shall be minimums required in these Deed Restrictions.

10. SURFACE DRAINAGE AND HOUSE GRADE. A master surface drainage and house grade plan has been prepared by the developer designating the manner in which each lot shall drain in relation to all other lots in GOLDEN BAY, and designating the grade elevation of the dwelling to be constructed thereon. A copy of this plan is on file in the office of the Owner, the Town Engineer and Building Inspector in the Town of Waterford, Racine County, and the A.C.C. At the time a building permit is requested, the grade elevation of said dwelling shall be obtained from the Building Inspector and the dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the Town of Waterford, Racine County, and the A.C.C. Within 30 days after completion of a dwelling on any lot in GOLDEN BAY, the owner of said dwelling shall grade the lot to conform to said drainage plan and from that time forward nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with the said plan.

11. GARAGES. All garages for single family dwellings shall be built at the same time as the private dwelling, shall be attached to such dwelling, and shall be large enough to accommodate a minimum of two vehicles, but not more than three vehicles. Absolutely no truck larger than $\frac{3}{4}$ ton may be parked outside overnight anywhere in GOLDEN BAY. A boat, recreational vehicle, or trailer may be parked in the east parking area of the Bay Villas condominium units on Lot 65 in the rear of the single family lots, except on waterfront lots where such boats, trailers and recreation vehicles must be parked on the side of the dwelling or in the garage. All boats, trailers and recreational vehicles shall be screened from adjacent properties with landscaping materials as approved by the Architectural Control Committee. The Architectural Control Committee shall be the final authority on approving such screening. This does not apply for the delivery of materials or merchandise during construction or remodeling periods. "Trucks" shall not include vehicles registered as passenger vehicles.

12. NUISANCES, CLEANLINESS AND OCCUPANCY. No noxious or offensive activity including excessive noise shall be carried on upon any lot or in any condominium units nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by the A.C.C. and an occupancy permit obtained from the Town of Waterford.

13. COMPLETION OF CONSTRUCTION. All single family dwellings shall be completed within one year from the date ground is broken for such building.

14. NO USED BUILDING MATERIALS. Other than those materials the developer used in the renovation of the former Weltzien Dairy Barn on Lot 65, no used

materials will be permitted in the construction of any building in this subdivision except such materials as reclaimed brick, which, in the opinion of the A.C.C. will enhance the appearance of the building of which they will become a part.

15. SWIMMING POOL. Swimming pools are permitted, so long as installed in accordance with Town of Waterford and Racine County regulations and approved by the A.C.C.

16. FENCES. Fences shall be permitted, except that no fence shall extend beyond the front of any residence or across any maintenance area. All fences shall be constructed of wood. Before any fence is constructed, the design thereof shall be submitted to the Architectural Control Committee for approval.

17. SIGNS. No signs of any kind shall be displayed to the public view on any lot or Bay Village condominium unit except one professional sign or owner identification sign of not more than one square foot in area or a sign of not more than five square feet in area advertising the property for sale or rent, or signs used by a building contractor or by the owner to advertise the property during the construction and sales period.

18. ANIMALS, LIVESTOCK AND POULTRY. No animals, livestock or poultry shall be raised, bred, or kept on any lot or in and around any Bay Villas condominium unit, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Outside kennels shall be permitted on the single family lots only and shall not be located in the setback areas.

19. LANDSCAPING, STREET TREES AND LAMPPPOST FOR SINGLE FAMILY LOT. Single family lots shall be landscaped and seeded or sodded within one year after completion of a dwelling. Such landscaping shall include the area between the front lot line and the edge of the street pavement and landscaping must include a hard surface drive, parking stand or turnabout consisting of concrete, asphalt or similar material. No permanent gravel drive will be permitted. The hard surface of concrete, asphalt, or similar material shall be installed within one year from the date the premises are completed. At least two trees, minimum caliper of two inches, shall be installed on each lot at time of landscaping. Street trees shall be planted by the first owner subsequent to the developer. One lamppost shall be installed by the first owner subsequent to the developer where the driveway abuts the front lot line. The A.C.C. reserves the right to designate the style of lamppost and may require the owner to escrow at closing the sum of \$350.00 for the cost of such lamppost. The owner shall provide electric service from the dwelling. In the event the first owner subsequent to the developer does not complete the street tree planting as required, the Association may install such trees and charge such owner the cost thereof. Owners seeking building permits will be required to furnish the Town with a sanitary sewer connection fee of \$4,500.00 for Lots 1, 25, 34, 45, 46, 50, 52, and 64 and \$2,500.00 for all other single family lots. These fees and any other fees charged by the Town of Waterford shall be subject to change without notice.

20. **EROSION CONTROL.** Prior to and during construction of any building on single family lots, the lot owner shall implement such erosion control measures as required by Racine County or any other governmental authority.

21. **UTILITY RESTRICTIONS.** All telephone and electric service to any building on any lot or to any condominium unit shall be from the underground utilities system and no overhead service shall be provided or allowed.

22. **SEWER AND STORM DRAINAGE PIPES AND EASEMENTS.** Sewer and storm drainage pipes have been installed in easements set forth in the Plat of GOLDEN BAY. The storm drainage pipes have been installed to provide surface water drainage to the rear yards of abutting lots. Nothing shall be done by anyone to prevent the proper functioning of either the sewer or storm drainage pipes.

The Association assigns to the Town of Waterford or its successor this easement for the purpose of maintaining sewer and storm drainage pipes, if the Town accepts that maintenance responsibility.

23. **MEDIANS AND ISLANDS.** All medians and islands in the roadways within GOLDEN BAY shall be maintained by the Association.

24. **ROADWAYS, SEWER AND STORM DRAINAGE, AND RELATED EASEMENTS.** All roadways within GOLDEN BAY shall be public roadways, dedicated to the Town of Waterford, and shall be maintained and repaired by the Town of Waterford. The Town of Waterford has an easement throughout GOLDEN BAY for storing and disposing of snow on a buffer area of 15 feet on either side of the 29 foot roadway and for using a five foot buffer area on either side of the 29 foot wide roads for the purpose of roadway construction, maintenance, repair, replacement, landscaping, inspection and other lawful government activities related to the roads. If the Town of Waterford accepts the responsibility, it shall maintain and repair all sewer and storm drainage pipes located within roadways, easements and outlots. If the Town does not accept that responsibility, the Association shall maintain and repair all sewer and storm drainage pipes located within roadways, easements and outlots.

25. **OUTLOTS.** Outlots 2 and 7 shall be preserved as recreational open space and such outlots and the private lakes located thereon shall be maintained by the Association. Outlot 6 shall be reserved for public access to Lake Michigan. Outlot 6 shall be maintained by the Association until such time as said outlot is improved by any governmental entity. Developer reserves the right to transfer ownership of all outlots to the Association.

26. **BOATS.** The Association shall be responsible for the maintenance and repair of any boats and water recreational equipment it owns and shall issue appropriate rules and regulations for its members relating to such use.

27. ASSOCIATION RESPONSIBILITIES AND EXPENSES. In addition to those responsibilities set forth in these restrictions and any By-Laws adopted by the Association, the Association shall maintain liability insurance on the outlots, the private roadways and all property owned by the Association, in such amounts of coverage as deemed appropriate by the Association. The Association shall finance the purchase of the Bay Club recreational condominium unit, along with the boardwalk, walking trails, bridge, observation decks, piers, boats, exercise equipment, patio furnishings, television and sound system, and miscellaneous other furnishings and equipment from the developer for the benefit of its members. The Association shall provide such services for the benefit of its members as specified herein and as it may further deem appropriate. The Association shall also have the right to acquire additional recreational facilities and equipment as it deems appropriate.

The Association shall make assessments to cover its expenses against the owners of all lots and Bay Villas condominium units in GOLDEN BAY. Each lot owner and Bay Villas condominium unit owner shall be equally responsible for the expenses of the Association; provided, however, that the five (5) Bay Villas condominium unit owners shall not be responsible for nor shall they be assessed any charges for expenses relating to sewer and storm drainage pipes which are not located on lot 65. Single family lot owners shall not be responsible for any expenses relating to the private or limited common elements appurtenant to the Bay Villas condominium units.

Such assessments may be charged as a monthly maintenance fee. All assessments and maintenance fees, when due, shall immediately become a personal debt of the lot owner or Bay Villas condominium unit owner and also a lien, until paid, against such lot or unit. All costs incurred by the Association with respect to collection of delinquent assessments and maintenance fees and enforcement of these restrictions shall also become a personal debt of the lot owner or Bay Villas condominium unit owner and a lien, until paid, against such lot or unit. Any lien created hereunder may be recorded with the Racine County Register of Deeds.

28. LOT CLEANUP. It shall be the responsibility of each lot owner to remove all debris caused by any and all construction work occurring on his lot and surrounding lots. This shall also apply to the private roadways abutting said lot. Every construction site shall have a dumpster with lid during the period of construction.

Notwithstanding the above, it shall be the responsibility of each lot owner to remove on a daily basis all loose debris so as to prevent such debris from being blown onto other lots, outlots, lakes, waterways, and common areas, or becoming an eyesore. Neatly maintained piles of lumber, concrete block, and other building materials shall not be considered to be debris. Should any owner fail to clean up debris as provided, the Association may clean up such debris and charge the owner for the cost of such clean up plus \$100.00 per occurrence.

29. **ENTRANCE SIGN.** A permanent entrance sign is installed on Outlot 3. The Association shall be responsible for any needed repairs or maintenance of the entrance sign.

30. **ENFORCEMENT.** The restrictions and covenants contained herein may be enforced by the Association and by any lot owner or Bay Villas condominium unit owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same either to recover damages or to demand compliance, provided however, that no such actions shall be commenced after one year from the date on which the violation occurred. Any person or entity enforcing these Restrictions shall be entitled to reasonable attorney's fees and costs from any person or persons violating or attempting to violate these Restrictions. The Association shall have the authority to assess any lot owner or Bay Villas condominium unit owner violating these Restrictions, the sum of \$25.00 for each day a violation continues. These assessments are collectible pursuant to Section 27 herein.

31. **TERM OF DEED RESTRICTITONS.** This Declaration shall run with the land and shall be binding upon all persons claiming under the developer for a period of ten years from the date this Declaration is recorded. After the expiration of such ten-year period, this Declaration shall be automatically renewed for successive periods of ten years, unless there is recorded an instrument executed by at least sixty percent (60%) of the owners of single family lots and Bay Villas condominium units subject hereto for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of the initial or renewed term which next expires following the recording of such instrument or termination. Notwithstanding the above, this Declaration shall not terminate without the approval of Racine County and the Town of Waterford.

32. **INVALIDITY.** The invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

33. **AMENDMENT.** This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by at least sixty percent (60%) of the owners of the single family lots and Bay Villas condominium units, and also executed and approved by the developer so long as it owns any parcel or lot in said subdivision. Said changes to the Declaration shall be subject to the approval of Racine County and the Town of Waterford and shall become effective only upon duly recording with the Office of the Register of Deeds for Racine County, Wisconsin.

Notwithstanding any other provisions of these Deed Restrictions to the contrary, if any amendment is necessary in the judgment of the Association to cure any ambiguity or to correct or supplement any provisions of the Deed Restrictions that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of applicable law, then at that time and from time to time the Association may effect an appropriate corrective amendment without the

approval of the lot owners or Bay Villas condominium unit owners or the holder of any liens of all or any part of GOLDEN BAY, upon receipt of the Association of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section. In the event an amendment to the Deed Restrictions is necessary in order to comply with applicable federal or state law, the consent of Racine County and the Town of Waterford shall not be unreasonably withheld. Each amendment of the type described in this Section shall be effective upon the recording of an appropriate instrument setting forth the amendment, which instrument has been acknowledged by the Owner.

Anything to the contrary notwithstanding, and except as required to comply with the requirements of applicable law, so long as developer owns any parcel or lot or condominium unit in GOLDEN BAY, no amendment shall be adopted that would unreasonably interfere with the sale, lease or other disposition of any parcel or lot.

34. CONFLICT. In the event of any conflict between these restrictions and the zoning and building regulations of the Town of Waterford and Racine County, the stricter provisions shall apply.

35. EXPANSION. GOLDEN BAY shall be an expandable development and these restrictions may be modified to include other lands containing up to eighty-one (81) additional sites.

36. PEDESTRIAN WALKWAYS. The pedestrian walkway easements created by Reservation of Easement, dated February 22, 1993, and recorded in the Racine County Register of Deeds Office on March 12, 1993, in Volume 2232 of Records on Pages 299-300 as Document No.1409798, shall be solely for the use of lot owners and Bay Villas condominium unit owners in GOLDEN BAY, their families, guests and invitees. Any additional uses shall be determined by the Association, which may establish reasonable rules, regulations and restrictions. The Association shall retain the right to improve all or any portion of the easement area. The Association shall be responsible for maintaining any improved portion of the easement area. Lot owners shall maintain any unimproved portion of the easement area affecting their respective lots.

37. THE BAY CLUB. Initial members of the Bay Club shall consist of the owners of the sixty-four (64) single family lots and the owners of the five (5) Bay Villas condominium units; however, the Association may vote to extend membership in the Bay Club to social, non-voting members on an annual-fee basis, provided the total number of members shall at no time exceed one hundred and fifty (150).

38. PEDESTRIAN AND VEHICULAR EASEMENTS. Reciprocal pedestrian and vehicular easements are hereby granted to the single family lot owners and Bay Villas condominium unit owners, their families, guests and invitees, over and across all roadways, the boardwalk, walking trails, bridge, observation decks, piers and outlots and in and around the Bay Club recreational condominium unit, subject to any rules and regulations adopted by the Association.

I, Sharon A. Merritt, being Secretary of Golden Bay subdivision, do hereby certify that:

All of the owners of at least sixty percent of the units have consented to and signed this Second Amended Deed Restrictions.

Signed this 15th day of November, 2008.

Sharon A. Merritt
Secretary

ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
County of Racine)

Personally came before me this 15th day of November, 2008, the above-named Sharon A. Merritt to be known to be the person who executed the foregoing instrument and acknowledge the same.

Jessica M. Frost
Notary Public, Racine County, Wisconsin

My commission is permanent. (If not, state expiration date: August 9, 2009.)